



DATA PROTECTION POLICY



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1 DEFINITIONS

In this Policy (as defined below), unless the context requires otherwise, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

- 1.1 **"Child"** means any natural person under the age of 18 (eighteen) years;
- 1.2 **"Data Breach"** means an actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information under the control of or in the possession of Immersive Technologies;
- 1.3 **"Data Subject"** means the Immersive Technologies employees, clients or suppliers or any other persons in respect of whom Immersive Technologies Processes Personal Information, who may be either natural or juristic persons or any other person(s);
- 1.4 **"Direct Marketing"** means to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of (a) promoting or offering to supply, in the ordinary course of business, any goods or services to the data subject; or (b) requesting the data subject to make a donation of any kind for any reason;
- 1.5 **"Employees"** means any employee of Immersive Technologies;
- 1.6 **"Operator"** means a person or entity who Processes Personal Information for a Responsible Party in terms of a contract or mandate, without coming under the direct authority of that Responsible Party;
- 1.7 **"Personal Information"** means information relating to any Data Subject, including but not limited to (i) views or opinions of another individual about the Data Subject; and (ii) information relating to such Data Subject's –
 - 1.7.1 race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth;
 - 1.7.2 education, medical, financial, criminal or employment history;



- 1.7.3 names, identity number and/or any other personal identifier, including any number(s), which may uniquely identify a Data Subject, account or client number, password, pin code, numeric, alpha, or alpha-numeric design or configuration of any nature, symbol, email address, domain name or IP address, physical address, cellular phone number, telephone number or other particular assignment;
- 1.7.4 blood type, fingerprint or any other biometric information;
- 1.7.5 personal opinions, views or preferences;
- 1.7.6 correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence); and
- 1.7.7 information relating to corporate structure, composition and business operations (in circumstances where the Data Subject is a juristic person);
- 1.7.8 **"Immersive Technologies"** means Immersive Technologies Proprietary Limited with its registered address at Stoneridge Office Park, Block A South, 8 Greenstone Place, Greenstone Hill, Edenvale, 1610;
- 1.8 **"Policy"** means this Data Protection Policy;
- 1.9 **"POPIA"** means the Protection of Personal Information Act, No 4 of 2013;
- 1.10 **"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including –
 - 1.10.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 1.10.2 dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or
 - 1.10.3 merging, linking, blocking, degradation, erasure or destruction. For the purposes of this definition, "Process" has a corresponding meaning;
- 1.11 **"record"** means any recorded information –



- 1.11.1 regardless of form or medium, including any of the following:
 - 1.11.1.1 writing on any material;
 - 1.11.1.2 information produced, recorded or stored by means of any tape recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
 - 1.11.1.3 label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
 - 1.11.1.4 book, map, plan, graph or drawing;
 - 1.11.1.5 photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
- 1.11.2 in the possession or under the control of Immersive Technologies;
- 1.11.3 whether or not it was created by Immersive Technologies; and
- 1.11.4 regardless of when it came into existence;
- 1.12 "**Regulator**" means the Information Regulator established in terms of POPIA;
- 1.13 "**Responsible Party**" means a public or private body or any other person which alone or in conjunction with others, determines the purpose of and means for Processing Personal Information;
- 1.14 "**Special Personal Information**" means Personal Information concerning a Data Subject's religious or philosophical beliefs, race or ethnic origin, trade union membership, political opinions, health, sexual life, biometric information or criminal behaviour; and
- 1.15 "**Third Party**" means any independent contractor, agent, consultant, sub-contractor or other representative of Immersive Technologies.



2 INTRODUCTION

- 2.1 This Policy regulates the use and protection of Personal Information that Immersive Technologies Processes.
- 2.2 Immersive Technologies acknowledges the need to ensure that Personal Information is handled with care and is committed to ensuring that it complies with the requirements of POPIA for the Processing of Personal Information.

3 PURPOSE OF THIS POLICY

- 3.1 POPIA imposes obligations on both public and private bodies for the Processing of Personal Information.
- 3.2 The purpose of this Policy is to inform Data Subjects about how Immersive Technologies Processes their Personal Information by, *inter alia*, collecting or collating, receiving, recording, storing, updating, distributing, erasing or destroying, disclosing and/or generally using the Data Subject's Personal Information.
- 3.3 This Policy explains how Immersive Technologies Processes the Personal Information of Data Subjects, the choices Data Subjects have regarding its use and disclosure, and how Data Subjects may correct the Personal Information which Immersive Technologies have on record for the relevant Data Subjects.

4 APPLICATION OF POPIA

- 4.1 Immersive Technologies, in its capacity as Responsible Party [and/or Operator], shall strive to observe, and comply with, its obligations under the POPIA as well as accepted information protection principles, practices and guidelines when it Processes Personal Information from or in respect of any Data Subject.
- 4.2 This Policy applies to Personal Information collected by Immersive Technologies in connection with the services which it offers and provides. This includes information collected offline through our websites, branded pages on Third Party platforms and applications accessed or used through such websites or Third Party platforms which are operated by or on behalf of Immersive Technologies. This Privacy Policy does not apply to the information practices of Third Party companies (including, without limitation, their websites, platforms and/or applications) which we do not own or control; or individuals that Immersive Technologies does not manage or employ.



These Third Party sites may have their own privacy policies and terms and conditions and we encourage you to read them before using those Third Party sites.

5 WHAT INFORMATION AND ACTIVITIES DOES POPIA APPLY TO?

- 5.1 POPIA applies to the Processing of Personal Information of natural (i.e. living) and juristic (i.e. legal) persons (referred to as Data Subjects) by all Responsible Parties domiciled in the Republic of South Africa and those that are not domiciled in the Republic of South Africa but make use of means within the Republic of South Africa to process Personal Information.
- 5.2 POPIA applies to any Personal Information entered into a record by automated or non-automated means, provided that where the recorded Personal Information is Processed by non-automated means, it forms part of a filing system.
- 5.3 POPIA also provides that if there are any other pieces of legislation which contain more extensive protections for the Processing of Personal Information, that piece of legislation will apply.

6 WHAT IS PERSONAL INFORMATION?

- 6.1 Personal Information, for the purposes of this Policy, is any form of information that identifies a Data Subject. This information may include but is not limited to a Data Subject's name, race, gender, pregnancy, marital status, mailing address, phone number, email address, education, employment history, and their financial history (such as their credit history).

7 SPECIAL PERSONAL INFORMATION AND PERSONAL INFORMATION OF CHILDREN

- 7.1 Special Personal Information is sensitive Personal Information of a Data Subject and Immersive Technologies acknowledges that it is not allowed to Process Special Personal Information other than in the specific circumstances prescribed under POPIA and/or generally if such –
 - 7.1.1 Processing is carried out in accordance with the Data Subject's express consent;
 - 7.1.2 Processing is necessary for the establishment, exercise or defence of a right or obligation in law;



- 7.1.3 Processing is necessary to comply with an obligation of international public law;
 - 7.1.4 Processing is for historical, statistical or research purposes, subject to stipulated safeguards;
 - 7.1.5 information has deliberately been made public by the Data Subject; or
 - 7.1.6 specific authorisation has been obtained in terms of POPIA.
- 7.2 Immersive Technologies acknowledges that it may not Process any Personal Information concerning a Child and will only do so where it has obtained the consent of the parent or guardian of that Child or where it is permitted to do so in accordance with applicable laws.

8 PERSONAL INFORMATION OF IMMERSIVE TECHNOLOGIES EMPLOYEES

- 8.1 Immersive Technologies Processes the Personal Information of its Employees for employment-related purposes in accordance with the requirements of POPIA and in terms of Immersive Technologies internal policies and procedures.

9 COLLECTING PERSONAL INFORMATION

- 9.1 Immersive Technologies will always collect Personal Information in a fair, lawful and reasonable manner to ensure that it protects the Data Subject's privacy and will Process the Personal Information based on lawful grounds in a manner that does not adversely affect the Data Subject in question.
- 9.2 Immersive Technologies collects Personal Information directly from Data Subjects, unless an exception is applicable (such as, for example, where the Data Subject has made the Personal Information public, has authorised a Third Party to provide the Immersive Technologies with their Personal Information or the Personal Information is contained in or derived from a public record).
- 9.3 Immersive Technologies will always collect Personal Information in a fair, lawful and reasonable manner to ensure that it protects the Data Subject's privacy and will Process the Personal Information based on legitimate grounds in a manner that does not adversely affect the Data Subject in question.
- 9.4 Where Immersive Technologies obtains Personal Information from Third Parties, Immersive Technologies will ensure that it does so in compliance with POPIA.



9.5 Examples of such Third Parties may include –

9.5.1 recruitment agencies;

9.5.2 credit reference agencies; or

9.5.3 other companies providing services to Immersive Technologies.

10 **WHEN AND HOW DOES THE IMMERSIVE TECHNOLOGIES OBTAIN CONSENT?**

10.1 In certain cases, Immersive Technologies obtains the consent of Data Subjects in order to Process the Personal Information of such Data Subjects. Data Subjects may provide their consent to Immersive Technologies either electronically or in writing.

10.2 Immersive Technologies may also rely on other lawful grounds for its Processing of Personal Information including to carry out actions in relation to the conclusion or performance of a contract to which the Data Subject is a party or to carry out an obligation imposed on the Immersive Technologies in terms of applicable law (as further detailed in section 12 below).

10.3 Immersive Technologies will inform Data Subjects of the manner and reason for which their Personal Information will be Processed before Immersive Technologies obtains their consent.

10.4 Where Immersive Technologies is relying on a Data Subject's consent as the legal basis for Processing Personal Information, the Data Subject may withdraw his/her/its consent or may object to Immersive Technologies's Processing of the Personal Information as set out in paragraph 24.2.4 below. This will not affect the lawfulness of any Processing carried out prior to the withdrawal of consent or any Processing justified by any other legal ground provided under POPIA.

10.5 If the consent is withdrawn or if there is a justified objection to the use or the Processing of such Personal Information, Immersive Technologies will ensure that the Personal Information is no longer Processed.



11 **LAWFUL PROCESSING OF PERSONAL INFORMATION**

- 11.1 Immersive Technologies will generally only Process a Data Subject's Personal Information where –
- 11.1.1 consent of the Data Subject (or a competent person where the Data Subject is a Child) is obtained;
 - 11.1.2 Processing is necessary to carry out the actions for conclusion of a contract to which a Data Subject is party;
 - 11.1.3 Processing is necessary for the fulfilment of an employment contract to which the Data Subject is a party;
 - 11.1.4 Processing complies with an obligation imposed by law on Immersive Technologies;
 - 11.1.5 Processing protects a legitimate interest of the Data Subject; and/or
 - 11.1.6 Processing is necessary for pursuing the legitimate interests of Immersive Technologies or of a Third Party to whom the Personal Information is supplied.

12 **PURPOSES FOR THE PROCESSING OF PERSONAL INFORMATION**

- 12.1 Immersive Technologies will only Process a Data Subject's Personal Information for a specific, lawful and clear purpose (or for specific, lawful and clear purposes) and will ensure that it makes the Data Subject aware of such reasons and purpose(s) as far as possible.
- 12.2 Immersive Technologies may use Personal Information for, without limitation, the following purposes as set out in the table below –

Purpose descriptions
12.2.1 Operating and managing Immersive Technologies's business operations;
12.2.2 Onboarding and vetting customers;
12.2.3 Undertaking marketing activities;

12.2.4 Personal Information is Processed in order to conduct due diligence processes on, *inter-alia*, potential service providers, customers or other third parties;

12.2.5 Personal Information is Processed in order to comply with obligations imposed on the Immersive Technologies under the Based Black Economic Empowerment Act, No. 53 of 2003 ("BEE Act") read together with the Department of Trade and Industry's Codes of Good Practice on Broad-Based Black Economic Empowerment published in terms of Government Gazette No. 36928 on 11 October 2013 under section 9(1) of the BEE Act, as amended or reissued from time to time;

12.2.6 Personal Information of suppliers or potential suppliers is Processed by the Immersive Technologies for procurement and supply purposes;

12.2.7 Personal Information is Processed in connection with the execution of payment processing functions;

12.2.8 Personal Information is Processed in connection with internal audit purposes (i.e. ensuring that the appropriate internal controls are in place in order to mitigate the relevant risks, as well as to carry out any investigations where this is required);

12.2.9 Personal Information is Processed for employment-related purposes such as recruiting staff, administering payroll, assessing credit and criminal history, and determining Employment Equity Act, No. 55 of 1998 statistics and to ensure that it is complying with its legal obligations under the applicable laws, including, but not limited to –

- the Labour Relations Act, No. 66 of 1995;
- the Basic Conditions of Employment Act, No. 75 of 1997;
- the Skills Development Act, No. 97 of 1998;
- the Unemployment Insurance Act, No. 63 of 2001;
- the Occupational Health and Safety Act, No. 85 of 1993; and



- the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993;
12.2.10 to respond to any correspondence that the Data Subject may send to Immersive Technologies, including via email or by telephone;
12.2.11 for such other purposes to which the Data Subject may consent from time to time; and
12.2.12 for such other purposes authorised in terms of applicable law.
12.2.13 for providing customer support through the use of Komtrax

13 STORING YOUR PERSONAL INFORMATION

- 13.1 Personal Information that we collect from you is stored in a secure environment and is not available to any person outside Immersive Technologies (except as set out in this Privacy Policy).
- 13.2 Personal Information may also be stored by Third Parties, via cloud services or other technology, with whom Immersive Technologies has contracted with, to support Immersive Technologies's business operations.
- 13.3 Immersive Technologies's Third Party service providers, including data storage and processing providers, may from time to time also have access to a Data Subject's Personal Information in connection with purposes for which the Personal Information was initially collected to be Processed.
- 13.4 Immersive Technologies will ensure that such Third Party service providers will Process the Personal Information in accordance with the provisions of this Policy, all other relevant internal policies and procedures and POPIA.
- 13.5 These Third Parties do not use or have access to Personal Information other than for purposes specified by Immersive Technologies, and Immersive Technologies requires such parties to employ at least the same level of security that Immersive Technologies uses to protect the Personal Information.



13.6 Personal Information may be Processed in the Republic of South Africa or another country where Third Party service providers maintain servers and facilities and Immersive Technologies will take steps, including by way of contracts, to ensure that it continues to be protected, regardless of its location, in a manner consistent with the standards of protection required under POPIA and applicable law.

14 **HOW LONG WILL IMMERSIVE TECHNOLOGIES UTILISE OR RETAIN PERSONAL INFORMATION?**

14.1 Immersive Technologies may keep a record of a Data Subject's Personal Information, correspondence or comments on file, in an electronic or hardcopy file format.

14.2 Immersive Technologies will not keep your Personal Information longer than the period for which it is required based on the purpose for which the Immersive Technologies is Processing such Personal Information, unless Immersive Technologies are required by law to do so, or you have consented to us keeping such information for a longer period.

14.3 Where Immersive Technologies retains Personal Information for longer periods for statistical, historical or research purposes, Immersive Technologies will ensure that appropriate safeguards have been put in place to ensure that all recorded Personal Information will continue to be Processed in accordance with this Policy and the applicable laws.

14.4 Once the purpose for which the Personal Information was initially collected and Processed no longer applies or becomes obsolete, Immersive Technologies will ensure that the Personal Information is deleted, destroyed or de-identified sufficiently so that a person cannot re-identify such Personal Information.

14.5 In instances where we de-identify your Personal Information, Immersive Technologies may use such de-identified information indefinitely without further notice to you.

14.6 When Immersive Technologies is no longer authorised to retain a record containing Personal Information, it shall destroy, delete or de-identify such record. Any destruction or deletion of a record shall be done in a manner that prevents its reconstruction in an intelligible form.



15 RESTRICTED PROCESSING

- 15.1 In terms of POPIA, Immersive Technologies is required to place a restriction on the Processing of Personal Information where –
- 15.1.1 the accuracy of such information is contested by the Data Subject;
 - 15.1.2 the Personal Information is no longer required to achieve the purpose for which it was collected or subsequently Processed (but has to be maintained for purposes of proof);
 - 15.1.3 the Processing is unlawful and the Data Subject requests the restriction of use; or
 - 15.1.4 the Data Subject requests to transmit the data into another automated Processing system.

16 FAILURE TO PROVIDE PERSONAL INFORMATION

- 16.1 Should Immersive Technologies need to collect Personal Information by law or under the terms of a contract and a Data Subject fails to provide the Personal Information when requested, the Immersive Technologies may then be consequently unable to perform the contract or abide by the obligation in law.
- 16.2 In such a case, the Immersive Technologies may have to decline to provide or receive the relevant services and will notify the Data Subject accordingly.

17 THE USE OF DIRECT MARKETING BY IMMERSIVE TECHNOLOGIES

- 17.1 Immersive Technologies may from time to time use [email/e-marketing/SMS's and telephone calls - select applicable methods used] to send information directly to Data Subjects.
- 17.2 Such information is, however, not sent to Data Subject automatically and is subject to the Data Subject's "opt-in" policy which means that we only send Data Subjects such information where we have the Data Subject's express consent to do so.
- 17.3 Immersive Technologies will only process a Data Subject's Personal Information for Direct Marketing purposes where a Data Subject consents thereto or is a customer of Immersive Technologies.



- 17.4 Immersive Technologies need not acquire consent where that Data Subject is a customer of Immersive Technologies and Immersive Technologies has obtained the Data Subject's contact details from the Data Subject–
- 17.4.1 in the context of a sale of a product or service;
- 17.4.2 for the purposes of Direct Marketing Immersive Technologies's own similar products or services; and
- 17.4.3 provided that the Data Subject has been given a reasonable opportunity to object, free of charge and in a manner free of unnecessary formality at both the time when the information was collected and upon each communication with the Data Subject for the purposes of Direct Marketing (where the Data Subject has not initially refused Direct Marketing).
- 17.5 Where you elect not to give your consent, Immersive Technologies will not contact you again for Direct Marketing purposes.
- 17.6 Any communication by Immersive Technologies to a Data Subject for the purposes of Direct Marketing will be accompanied by the identity of the employee sending such Direct Marketing information on behalf of Immersive Technologies and Immersive Technologies's address and other contact details to enable the Data Subject to send a request that such communications be ceased.

18 **OPTING OUT OF DIRECT MARKETING**

- 18.1 If you would like to withdraw your consent to receive any Direct Marketing information to which you previously opted-in (or to which you did not previously opt-in where an opt-in was not legally required), you can do so at any time by clicking the "Unsubscribe" tool at the footer of the emails sent to you [include if such a tool is available or specify any other method to opt-out] by Immersive Technologies or send an email to [Oredelinghuys@immersivetechologies.com], call [+27 11 973 7910] or [Jstemmet@immersivetechologies.com].
- 18.2 We will confirm receipt in writing of your request to opt-out of our Direct Marketing initiatives.
- 18.3 We will not charge you any fee for making such a request and will not contact you again in relation to Direct Marketing.



19 USING YOUR PERSONAL INFORMATION TO MAKE AUTOMATED DECISIONS ABOUT YOU

- 19.1 An automated decision is a decision which is made about you which (i) is based solely on the automated analysis of your personal information without any human intervention in the decision-making process; (ii) is based on personal information that provides a profile on you, for example credit-worthiness, work performance, reliability, health, location, conduct or personal preferences; and (iii) results in legal consequences for you or which affects you to a substantial degree.
- 19.2 Immersive Technologies acknowledges that in terms of POPIA, automated decision making is prohibited unless specific exceptions apply, e.g. – where we have taken steps and/or put in place appropriate measures to protect your legitimate interests, including giving the Data Subject the opportunity to make representations about the decision about you and to provide sufficient information for the purposes of the automated decision to be taken.
- 19.3 Immersive Technologies may use the Data Subject's Personal Information to make automated decisions in relation to or in connection with the Data Subject's contract with Immersive Technologies, to the extent that such automated decision-making complies with POPIA and other applicable laws.
- 19.4 The Data Subject has the right to query any such decisions made, and Immersive Technologies will provide reasons for the automated decisions as far as reasonably possible.

20 SAFE-KEEPING OF PERSONAL INFORMATION

- 20.1 Immersive Technologies shall preserve the security of Personal Information and, in particular, prevent its alteration, loss and damage, or access by non-authorized third parties.
- 20.2 Immersive Technologies will ensure the security and integrity of Personal Information in its possession or under its control with appropriate, reasonable technical and organisational measures to prevent loss, unlawful access and unauthorised destruction of Personal Information.
- 20.3 Immersive Technologies has implemented physical, organisational, contractual and technological security measures in line with industry standards to keep all Personal



Information secure, including measures protecting any Personal Information from loss or theft, and unauthorised access, disclosure, copying, use or modification.

20.4 Furthermore, Immersive Technologies maintains and regularly verifies that the security measures are effective and continually updates same in response to new risks.

21 DATA BREACHES

21.1 A Data Breach refers to any incident in terms of which reasonable grounds exist to believe that the Personal Information of a Data Subject has been accessed or acquired by any unauthorised person.

21.2 A Data Breach can happen for many reasons, which include:

21.2.1 loss or theft of data or equipment on which Personal Information is stored;

21.2.2 where someone outside of Immersive Technologies obtains unauthorised access to Personal Information or Special Personal Information;

21.2.3 equipment failure;

21.2.4 human error;

21.2.5 deliberate attacks on systems, such as hacking, viruses or phishing scams; and/or

21.2.6 alteration of Personal Information without permission and loss of availability of Personal Information.

21.3 Immersive Technologies will address any Data Breach in accordance with the terms of POPIA. In this regard, Immersive Technologies ensures that adequate controls are in place so that –

21.3.1 Data Breaches are identified, investigated and timeously reported in accordance with the Immersive Technologies procedures for same and that actions which are proportionate, consistent and transparent are taken;

21.3.2 internal assessments are carried out in order to ensure that the impact of any Data Breaches are addressed in order to minimise and mitigate any risk in relation to affected Personal Information under Immersive Technologies's control; and

21.3.3 all Data Breaches are recorded and regularly reported.



- 21.4 Immersive Technologies will notify the Regulator and the affected Data Subject (unless the law requires that we delay notification to the Data Subject) in writing in the event of a Data Breach (or a reasonable belief of a Data Breach) in respect of that Data Subject's Personal Information.
- 21.5 Immersive Technologies will provide such notification as soon as reasonably possible after it has become aware of any Data Breach in respect of such Data Subject's Personal Information.
- 21.6 Where Immersive Technologies acts as an 'Operator' for purposes of POPIA and should any Data Breach affect the data of Data Subjects whose information Immersive Technologies Processes as an Operator, Immersive Technologies shall (in terms of POPIA) notify the relevant Responsible Party immediately where there are reasonable grounds to believe that the Personal Information of relevant Data Subjects has been accessed or acquired by any unauthorised person.

22 PROVISION OF PERSONAL INFORMATION TO THIRD PARTY SERVICE PROVIDERS

- 22.1 Immersive Technologies may, where required to do so, disclose certain Personal Information to Third Parties and will enter into written agreements with such Third Parties to ensure that they Process any Personal Information in accordance with the provisions of this Policy and POPIA.
- 22.2 Immersive Technologies notes that such Third Parties may assist Immersive Technologies with the purposes listed in paragraph 12.2 above – for example, Third Parties may be used, *inter alia*
- 22.2.1 assist Immersive Technologies with human resource and payroll related processes;
 - 22.2.2 assist Immersive Technologies with legal, technical and financial due diligence and audit processes;
 - 22.2.3 provide outsourced services to the Immersive Technologies including in respect of its IT and data storage requirements;
 - 22.2.4 assist Immersive Technologies with regulatory compliance processes; and



- 22.2.5 notify the Data Subjects of any pertinent information concerning Immersive Technologies.
- 22.3 Immersive Technologies may also send Personal Information to a foreign jurisdiction outside of the Republic of South Africa, including for Processing and storage by Third Parties.
- 22.4 As a global organization with global IT systems, your personal information may be transferred to other Immersive Technologies offices in Immersive Technologies's worldwide organization. Immersive Technologies has internal policies and appropriate data transfer agreements in place to ensure an equivalent level of protection is in place across Immersive Technologies's worldwide organization.
- 22.5 When Personal Information is transferred to a jurisdiction outside of the Republic of South Africa, Immersive Technologies will comply with the requirements under POPIA for the lawful transfer of such Personal Information to any foreign jurisdiction.
- 22.6 The Data Subject should also take note that the Processing of Personal Information in a foreign jurisdiction may be subject to the laws of the country in which the Personal Information is held, and may be subject to disclosure to the governments, courts of law, enforcement or regulatory agencies of such other country, pursuant to the laws of such country.

23 KEEPING PERSONAL INFORMATION ACCURATE

- 23.1 Immersive Technologies is required to take reasonably practicable steps to ensure that Personal Information is complete, accurate, not misleading and up to date and accordingly, Immersive Technologies will take reasonable steps to ensure that all Personal Information is kept as accurate, complete and up-to-date as reasonably possible, including where appropriate, the Immersive Technologies may expressly request the Data Subject to verify and update his/her/its Personal Information.
- 23.2 Immersive Technologies, however, expects that the Data Subject will notify Immersive Technologies from time to time in writing of any updates required in respect of his/her/its Personal Information.



24 ACCESS TO PERSONAL INFORMATION

24.1 POPIA read with the relevant provisions of the Promotion of Access to Information Act, No. 2 of 2000 ("**PAIA**") confers on natural persons and where applicable, juristic persons whose Personal Information is processed, certain rights. Immersive Technologies's PAIA Manual can be found www.ImmersiveTechnologies.com. These rights include –

24.2 **a right of access**: a Data Subject having provided adequate proof of identity has the right to: (i) request a Responsible Party to confirm whether any Personal Information is held about the Data Subject; and/or (ii) request from a Responsible Party a description of the Personal Information held by the Responsible Party including information about Third Parties who have or have had access to the Personal Information. A Data Subject may request:

24.2.1 Immersive Technologies to confirm, free of charge, whether it holds any Personal Information about him/her/it; and

24.2.2 to obtain from Immersive Technologies, at a prescribed fee (if any), the record or description of Personal Information concerning him/her/it and any information regarding the recipients or categories of recipients who have or had access to the Personal Information. Such record or description is to be provided:

24.2.2.1 within a reasonable time; and

24.2.2.2 in a reasonable manner and format and in a form that is generally understandable;

24.2.3 **a right to request correction or deletion**: a Data Subject may also request the Immersive Technologies to -

24.2.3.1 correct or delete Personal Information about the Data Subject in its possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; or

24.2.3.2 destroy or delete a record of Personal Information about the Data Subject that the Immersive Technologies is no longer authorised to retain records in terms of POPIA's retention and restriction of records provisions.



On receipt of such a request, Immersive Technologies is required to, as soon as is reasonably practicable –

- 24.2.3.3 correct the information;
 - 24.2.3.4 delete or destroy the information;
 - 24.2.3.5 provide the Data Subject with evidence in support of the information; or
 - 24.2.3.6 where the Data Subject and Responsible Party cannot reach agreement on the request and if the Data Subject requests this, Immersive Technologies will take reasonable steps to attach to the information an indication that correction has been requested but has not been made;
- 24.2.4 **a right to withdraw consent and to object to processing:** any Data Subject that has previously consented to the Processing of his/her/its Personal Information has the right to withdraw his/her/its consent and may do so upon providing the Immersive Technologies with notice to such effect at the address set out in paragraph 28. Furthermore, a Data Subject may object, on reasonable grounds, to the Processing of Personal Information relating to him/her/it.
- 24.3 Immersive Technologies shall respond to these requests under certain conditions imposed by POPIA and PAIA. Immersive Technologies will provide the Data Subject with any such Personal Information to the extent required by POPIA and any of Immersive Technologies's policies and procedures which apply in terms of PAIA.
- 24.4 The Data Subject can challenge the accuracy or completeness of his/her/its Personal Information in Immersive Technologies's records at any time in accordance with the process set out in Immersive Technologies's PAIA Manual which can be found at www.ImmersiveTechnologies.com
- 24.5 If a Data Subject successfully demonstrates that their Personal Information in Immersive Technologies's records is inaccurate or incomplete, Immersive Technologies will ensure that such Personal Information is amended or deleted as required (including by any Third Parties).

25 TIME PERIOD TO RESPOND TO REQUESTS

- 25.1 Immersive Technologies will respond to each written request of a Data Subject not later than 30 days after receipt of such requests. Under certain circumstances, the



Immersive Technologies may, however, extend the original period of 30 days once for a further period of not more than 30 days.

- 25.2 A Data Subject has the right to make a complaint to the Immersive Technologies in respect of this time limit by contacting Immersive Technologies using the contact details provided in paragraph 28 below.

26 COSTS TO ACCESS TO PERSONAL INFORMATION

The prescribed fees to be paid for copies of the Data Subject's Personal Information are listed in Immersive Technologies's PAIA Manual which can be found at www.ImmersiveTechnologies.com

27 CHANGES TO THIS POLICY

- 27.1 Immersive Technologies reserves the right to make amendments to this Policy from time to time and will use reasonable efforts to notify Data Subjects of such amendments.
- 27.2 The current version of this Policy will govern the respective rights and obligations between you and Immersive Technologies.

28 PERTINENT INFORMATION

- 28.1 All comments, questions, concerns or complaints regarding your Personal Information or this Policy, should be forwarded to us as follows —

Physical Address:	Stoneridge Office Park, Block A South, 8 Greenstone Place, Greenstone Hill, Edenvale, 1610
Postal Address:	Postnet Suite #485, Private bag X10010, Edenvale, 1610
Information Officer	Name: Johan Stemmet Position: President and Managing Director Tel: 011 973 7915 E-mail: JStemmet@immersivetechologies.com



Deputy Information Officer	Name: Olivia Redelinghuys Position: Office Manager and Account Support Tel: 011 973 7910 E-mail: Oredelinghuys@immersivetechologies.com
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28.2 If a Data Subject is unsatisfied with the manner in which Immersive Technologies addresses any complaint with regard to Immersive Technologies's Processing of Personal Information, the Data Subject can contact the office of the Regulator, the details of which are set out below –

Website: <http://justice.gov.za/inforeg/>

Tel: 012 406 4818

Fax: 086 500 3351

Email: inforeg@justice.gov.za